



ASSIGNED BOOTH NO. _____

INFORMATION BOOTH **APPLICATION FORM AND AGREEMENT**

PLEASE PRINT

Organization/Business Name: _____

Contact Last Name: _____ Contact First Name: _____

Contact Telephone No. _____ Cell No.: _____

Mailing Address: _____

City/State/Zip Code: _____

E-Mail Address: _____

X	MANDATORY BOOTH FEE FOR BOOTH APPLICATION	\$75.00
	INFORMATION BOOTH/INFORMATION NON-PROFIT (8' X 8' booth space)	\$75.00
	ALL COOPERATIONS BOOTH (8' X 8' booth space)	\$225.00
	• ADDITIONAL BOOTH SPACE (8' X 8' booth space)	\$100.00
	TOTAL	

Electric: _____ NO _____ YES _____ 120 unit (Mandatory Fee \$30.00 PER LINE) _____ 240 unit (Mandatory Fee \$75.00 PER LINE)

If no, will you be providing your own _____ YES, explain how _____

DO NOT WRITE BELOW

Martin Luther King, Jr. March Application 2007
APPLICATION DEADLINE: November 30, 2006
NO APPLICATIONS WILL BE ACCEPTED AFTER THIS DATE

COPY OF CHECK _____
PERMIT PICKUP _____
DATE _____

SIGNATURE _____

ASSIGNED BOOTH NO. _____

1. There will be a MANDATORY MEETING with the Health/Fire Inspection Personnel on Saturday, January 6, 2007, 9:00am at the Davis/Scott YMCA, 1213 Iowa Street.
2. SHOULD THE EVENT BE CANCELLED THE MARTIN LUTHER KING COMMISSION WILL NOT REFUND ANY MANDATORY FEES.
3. FOOD VENDORS MUST PROVIDE LIABILITY INSURANCE COVERING THE CONCESSION OPERATIONS THERE WILL BE NO EXCEPTIONS
4. ALL CHECKS WILL BE REFUNDED IF YOUR APPLICATION IS NOT ACCEPTED.
5. LATE FEE OF \$50.00 AND A FEE OF \$50.00 FOR ALL CANCELLATION AND \$30.00 WILL BE CHARGED FOR ANY RETURNED CHECKS
6. ALL SODA & WATER DRINKS WILL BE SOLD BY THE MARTIN LUTHER KING, JR. MARCH COMMISSION ONLY
7. ALL BOOTH VENDORS ARE PROHIBITED FROM SELLING BEVERAGES, ALCOHOL, SODAS AND WINE IN THEIR BOOTHS. IF VENDORS ARE SELLING ANY BEVERAGE FROM THEIR BOOTH, THE BOOTH WILL BE IMMEDIATELY SHUT DOWN WITHOUT ANY REFUNDS OF THE BOOTH COST AND THE VENDOR WILL BE ESCORTED FROM THE PREMISES. NO EXCEPTIONS WILL BE MADE.
8. THE ABOVE VENDOR BOOTH APPLICANT (herein "APPLICANT") covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the CITY and the elected officials, employees, agents, officers, directors, volunteers, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, invitees, licensees, sublicensees, and representatives of CITY, individually or collectively, and the MARTIN LUTHER KING JR. MARCH COMMITTEE, officers, staff, members, agents and/or volunteers from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE, officers, staff, members, agents and/or volunteers directly or indirectly arising out of, resulting from or related to APPLICANT's activities or CITY's and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE, officers, staff, members, agents and/or volunteers activities under this Vendor Booth Form and Agreement (herein "AGREEMENT"), or any third party's activities, including any acts or omissions of APPLICANT, its employees, agents, officers, directors, representatives, contractors, subcontractors, consultants, subconsultants, other licensees, sublicensees, exhibitors, invitees, volunteers, utility providers, and service providers, and their respective officers, agents, employees, directors and representatives of CITY, its elected officials, employees, agents, officers, directors, volunteers, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, exhibitors, invitees, volunteers, other licensees, sublicensees, and representatives of CITY, and the MARTIN LUTHER KING JR. MARCH COMMITTEE, officers, staff, members, agents and/or volunteers, all while in the exercise or performance of the rights or duties under this AGREEMENT all without however, waiving any governmental immunity available to CITY and the MARTIN LUTHER KING JR. MARCH COMMITTEE under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, SUBCONSULTANTS, UTILITY PROVIDERS, SERVICE PROVIDERS, EXHIBITORS, INVITEES, OTHER LICENSEES, SUBLICENSEES, AND REPRESENTATIVES OF CITY, AND THE MARTIN LUTHER KING JR. MARCH COMMITTEE, OFFICERS, STAFF, MEMBERS, AGENTS AND/OR VOLUNTEERS UNDER THIS AGREEMENT.
9. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. APPLICANT shall promptly advise CITY and the MARTIN LUTHER KING JR. MARCH COMMITTEE in writing of any claim or demand against APPLICANT or CITY and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE known to APPLICANT related to or arising out of APPLICANT's activities, CITY's activities, the MARTIN LUTHER KING JR. MARCH COMMITTEE's activities or any third party's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at APPLICANT'S cost. Notwithstanding any condition imposed by a policy of insurance to which APPLICANT and CITY and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE is named, CITY and the MARTIN LUTHER KING JR. MARCH COMMITTEE shall retain the right, at its option and at its own expense, to participate in any such defense provided by any insurance of APPLICANT under this ARTICLE without relieving APPLICANT of any of its obligations under this ARTICLE.
10. It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this ARTICLE, is an INDEMNITY extended by APPLICANT to INDEMNIFY, PROTECT and HOLD HARMLESS, CITY and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE from the consequences of CITY'S OWN NEGLIGENCE and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE'S, OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this ARTICLE SHALL APPLY only when the NEGLIGENCE ACT of CITY and/or the MARTIN LUTHER KING JR. MARCH COMMITTEE is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of CITY is the sole cause of the resultant injury, death, or damage. APPLICANT further AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND/OR MARTIN LUTHER KING JR. MARCH COMMITTEE, AND IN THE NAME OF CITY AND/OR MARTIN LUTHER KING JR. MARCH COMMITTEE, any claim or litigation brought against CITY AND/OR MARTIN LUTHER KING JR. MARCH COMMITTEE, its elected officials, employees, agents, officers, directors, volunteers, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, exhibitors, invitees, volunteers, other licensees, sublicensees, and representatives of CITY AND/OR MARTIN LUTHER KING JR. MARCH COMMITTEE in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

Return form to: Davis-Scott YMCA
C/O MLK Booth Committee
1213 Iowa St.
San Antonio, Texas 78202

MAKE CHECKS/MONEY ORDER PAYABLE TO:
City of San Antonio Martin Luther King, Jr. Commission
NO CASH WILL BE ACCEPTED

***** For additional information contact: Lisa Juarez 364-7377 *****

I HAVE READ THE ENCLOSED INFORMATION, UNDERSTAND MY FINANCIAL OBLIGATIONS AND AGREE TO COMPLY WITH MARTIN LUTHER KING, JR. MARCH COMMITTEES POLICIES AND DECISIONS

DATE: _____

PRINT NAME: _____

AUTHORIZED SIGNATURE: _____

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